

CONTRACT BETWEEN THE
CITY OF WATERTOWN, NEW
YORK AND THE WATERTOWN
PROFESSIONAL FIREFIGHTERS ASSOCIATION,
LOCAL 191 OF THE INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS
AND THE NEW YORK STATE FIRE
FIGHTERS' ASSOCIATION, WATERTOWN FEDERATION
OF LABOR, WATERTOWN, NEW YORK

July 1, 2003 to June 30, 2006

TABLE OF CONTENTS

	<u>Page</u>
PREAMBLE	1
ARTICLE 1 -RECOGNITION	2
ARTICLE 2 -GENERAL QUALIFYING CONDITIONS	2
ARTICLE 3 -TERMS AND SCOPE OF AGREEMENT	3
ARTICLE 4 -COMPENSATION	4
ARTICLE 5 -WORK DAY AND WORK WEEK	6
ARTICLE 6 -LEAVE	7
ARTICLE 7 -SENIORITY	15
ARTICLE 8 -GRIEVANCE PROCEDURES	15
ARTICLE 9 -RETIREMENT	18
ARTICLE 10 -GROUP HOSPITALIZATION	20
ARTICLE 11 -UNIFORMS	22
ARTICLE 12 -DUTIES IN GENERAL	24
ARTICLE 13 -MISCELLANEOUS	24
ARTICLE 14 -SAFETY AND TRAINING PROGRAM	27
ARTICLE 15 -STATE LAW REQUIREMENT	27
HEALTH BENEFITS PLAN – PLAN AMENDMENT (1997)	29
Salary Schedule A	37
Salary Schedule B	39
Salary Schedule C	41

PREAMBLE

WHEREAS, the Public Employees Fair Employment Act, Chapter 392 of the Laws of New York 1967 declares that it is the public policy of the State of New York and the purposes of the law to promote harmonious and cooperative relationships between government and its employees and to protect the public by assuring the orderly and uninterrupted operations and functions of government; which policy and purposes are best effectuated by granting to public employees the right of organization and representation, by requiring local governments to negotiate with and enter into written agreements with employee organizations that represent public employees and which have been certified and recognized, by creating a Public Employees Relations Board to resolve disputes, and by continuing the prohibition against strikes by public employees, and

WHEREAS the City Council of Watertown, New York in accord with the provisions of the Public Employees Fair Employment Act, Chapter 392 of the Laws of New York 1967 after determining that the Watertown Professional Fire Fighters' Association, Local No. 191 of the International Association of Fire Fighters and New York State Fire Fighters' Association, Watertown, Federation of Labor met the basic requirements for recognition under the Act, which include among other factors a community of interest among its membership, dues deduction procedures, and a no strike pledge, recognized the Watertown Professional Fire Fighters, Local 191 of the International Association of Fire Fighters and New York State Fire Fighters' Association, Watertown Federation of Labor by adopting a resolution to this effect on January 8, 1968, and

WHEREAS collective bargaining has taken place in accord with the Public Employees Fair Employment Act's procedures, and a contract has been evolved:

RESOLVED that the City Council of Watertown, New York on behalf of the City of Watertown, New York, hereinafter referred to as the "City", and the Watertown Professional Fire Fighters' Association, Local 191 of the International Association of Fire Fighters and New York State Fire Fighters' Association, Watertown Federation of Labor, hereinafter referred to as the "Association", enter into

this Agreement this _____ day of October, 2004 as follows:

ARTICLE 1 - RECOGNITION

The City recognizes the Association as the sole and exclusive representative of all employees of the Fire Department as described herein: Fire Fighters; Fire Captains; and Battalion Fire Chiefs.

ARTICLE 2 - GENERAL QUALIFYING CONDITIONS

SECTION 1. The City recognizes that the Association represents a common community of interest among its membership.

SECTION 2. The City agrees to deduct and remit to the Association regular membership dues for the members of the Association who have signed authorization cards permitting such payroll deductions.

SECTION 3. The City shall extend to the Association the right to membership dues deduction, pursuant to Section 208 of Article 14 of the New York State Civil Service Law, so long as said Association shall remain the certified bargaining agent for all employees of the Fire Department as described herein. Fire Fighters; Fire Captains; and Battalion Fire Chiefs.

SECTION 4. The Association shall be entitled to have deducted from the wages or salaries of the employees described in Section 3 of this Article, who are not members of the Association, the amount equivalent to the dues levied by the Association; and the City shall make such deductions and transmit the sum as deducted to the Association. In no event shall the fee exceed Ninety Percent (90%) of the regular membership dues, which represents the employee's pro-rata share of expenditures by the Association less expenses in aid of activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment.

SECTION 5. Notwithstanding any other provisions, Sections 3 and 4 of Article 2 shall apply only to new employees of the Department and members of the Association who withdraw from the Association as of July 1, 1983. Employees of the Department who, as of July 1, 1983, are not members of the Association shall be exempt from

membership dues deduction.

SECTION 6. The City agrees that the Association shall be the sole and exclusive representative of its membership for the purposes of the Public Employees Fair Employment Act.

SECTION 7. The Association agrees that it will not strike against the City, nor assist or participate in any such strike, nor will it impose an obligation upon its members to conduct, assist, or participate in such a strike.

SECTION 8. The City agrees that no member of the Association shall be discriminated against, coerced, restrained, or influenced in any manner because of his membership in the Association or by reason of holding office in the Association.

SECTION 9. No clause or provision of this Agreement shall be construed to cause the impairment or waiver of any State Law now applicable to employees who are members of the Association.

SECTION 10. Notwithstanding any other provision of this Contract, this Contract shall not apply to the Fire Chief and Deputy Fire Chief who are management's representatives in the Fire Department.

SECTION 11. The Union will make its best efforts to notify the City Manager's Office in writing of any changes in Union Officers within 30 days of the change.

ARTICLE 3 - TERM AND SCOPE OF AGREEMENT

SECTION 1. The term of this Agreement shall be for the period July 1, 2003 through June 30, 2006.

SECTION 2. This Agreement shall cover all terms and conditions of employment as defined in the New York State Fair Public Employment Act.

SECTION 3. In justice and fairness to the City, all members of the Association will regard themselves as public employees and shall report to work on time, will not leave the job early unless properly relieved, will be prompt in reporting to their duties as assigned and will

obey all lawful rules, regulations and orders as established by and for the department.

ARTICLE 4 - COMPENSATION

SECTION 1.

a. The City shall continue to provide a separate Fire Pay Plan. The rate of compensation for the positions of Fire Fighter, Fire Captain and Battalion Fire Chief shall be as provided in the attached Schedules A, B, and C. This increase in pay is retroactive to July 1, 2003.

Schedule A (Pay Plan for FY 2003-04) reflects a 3.0% pay increase in all steps and grades in the Fire Pay Plan over the Pay Plan applicable for 2002-03.

Schedule B (Pay Plan for FY 2004-2005) reflects a 3.0% pay increase in all steps and grades in the Fire Pay Plan over the Pay Plan applicable for 2003-04. (Schedule A).

Schedule C (Pay Plan for FY 2005-2006) reflects a 3.5% increase in all steps and grades in the Fire Pay Plan over the Pay Plan applicable to 2004-05 (Schedule B).

b. In addition to the Pay Plan described in "a" above, the City agrees to continue a Longevity Payment Plan in the following amounts:

(1) beginning at the end of six years of service in the Fire Department a payment of Three Hundred and Fifty Dollars (\$350).

(2) beginning at the end of twelve years of service in the Fire Department a payment of Seven Hundred Dollars (\$700).

(3) beginning at the end of eighteen years of service in the Fire Department a payment of One Thousand and Fifty Dollars (\$1,050).

Payments for longevity shall become effective July 1, 1985. Amounts paid under the longevity plan shall be in addition to the regular salary and shall not be used in determining

the hourly rate of pay. Longevity payments shall be paid in pro-rata amounts on the regular City payroll.

c. Employees hired after December 7, 1993 shall not be afforded the benefit of earning longevity payments as specified in Paragraph b. of this section.

SECTION 2. As provided in the 1968-69 Contract, the City has amended the Rules of Administration of the Pay Plan to provide for a regular procedure for the review of pay grades assigned to class titles of positions. The City agrees to provide the President of the Association with a copy of the final decision by the City Council at the time the individual employee is notified.

SECTION 3.a. Any member assigned to perform duties out of title in a rank higher than his permanent rank shall be compensated for such performance on a per diem basis, which increased pay shall reflect the differential between the employee's regular pay and the pay which would be received in the higher position in accord with the provisions of 3a of the Rules for Administration of the Fire Pay Plan.

b. Assignment to duty under this Section shall be in accord with the following:

(1) The man scheduled to replace an officer on a predetermined schedule shall be a person standing on a current eligible list, if one exists.

(2) In case of an emergency involving any one day, a man shall be picked from the working shift who is on an eligible list.

(3) In case there is no person on an eligible list working the day of the emergency, the Fire Chief shall pick a person at his discretion.

SECTION 4. At retirement a member shall be paid for unused sick leave at the rate of Ten Percent (10%) of his unused sick leave balance for the first one hundred (100) days and at the rate of Twenty Percent (20%) for the next eighty (80) days. If a member receives the benefit

from the State Retirement System outlined under Article 9, Section 4(2) of this contract, he shall not be eligible to receive cash for unused sick leave as described in this Section.

ARTICLE 5 - WORK DAY AND WORK WEEK

SECTION 1. a. All fire fighting personnel shall work 40 hours per week or a 10 hour day and 14 hour night shift basis. Such schedule shall be averaged over a twelve-week cycle as detailed in the attached Schedule B except that time off to accomplish the 40 hour week average shall be done by assignment.

b. Any time off that develops from the 40 hour work week average principle shall not be used as a basis for equivalent payment in cash.

SECTION 2. The time of shift change shall be commensurate with Sections 1 and 2 but wherever practicable, the shift change shall occur at 8:00 a.m. year around.

SECTION 3. a. Overtime work shall be paid for all time worked in excess of regular scheduled hours at the rate of time and a half. When a Fire Fighter is called in outside his regular scheduled shift, he shall be guaranteed two hours pay at the applicable rate.

b. All accumulation of overtime, call-back time, holiday pay, and acting out of rank pay shall be paid bi-weekly.

SECTION 4.a. In the event a member is called to duty to cover for a manpower shortage because of illness or other emergency, whenever possible, the member shall be notified of this need at least 24 hours prior to the time he is to report. All members of the Fire Department shall be subject to recall in the event of serious emergencies brought about by fire or natural disaster.

b. Whenever manpower drops below 14 men, excluding the Battalion Chief, a member or members shall be called in to cover the shortage to bring the strength to at least 14. This member, or these members, shall be of equal rank whenever possible with the man or men they replace. It is recognized by both parties that this provision shall

not take effect until such time as the City reduces its active fire stations from 4 to 3.

SECTION 5.a. A copy of all work schedules and monthly time sheets shall be furnished by the City to the designee of the President of the Association no later than the 20th of the preceding month. Once established, work schedules will be strictly adhered to except in extreme emergency situations.

b. The schedule which is worked in the Fire Department presently, of which the schedule card printed yearly by the Association is a copy, shall be the official work schedule for members of the Fire Department.

SECTION 6. Members shall be allowed to exchange tours of duty or days off with prior notice of three days with members of equal rank and/or members who normally serve in acting rank. In case of personal emergency, the prior notice of three days may be waived. The application of this Section shall be Department-wide, without regard to engine house.

SECTION 7. In event of a fire watch of long duration, the City shall provide reasonable periodic relief for a company stationed at the fire watch so that no company must remain on duty in excess of four (4) consecutive hours in a twelve-hour period.

SECTION 8. Pumper companies shall not go below three (3) men at any time for duties other than fire fighting. The hook and ladder company shall not go below five (5) men at any time for duties other than fire fighting. At no time shall there be less than eleven (11) men available for first alarm responses. Monday morning reports, inspections and similar duties are to be accomplished when manpower is available.

ARTICLE 6 - LEAVE

SECTION 1. ANNUAL LEAVE

(a) Each employee who holds a provisional, probationary or permanent appointment shall earn annual leave with pay according to the following schedule:

Leave Credit

Length of Service

16 days vacation per year	1 through 5 years inclusive
21 days vacation per year	6 through 10 years inclusive
24 days vacation per year	11 through 15 years inclusive
29 days vacation per year	16 through 20 years inclusive
32 days vacation per year	21 or more years

"Days" as used above means calendar days.

(b) The City will schedule annual leave so as to allow a maximum number of six (6) line personnel, excluding Battalion Chief to be off during any one period. The selection of Fire Captains and Fire Fighters to be off shall be governed solely by seniority.

(c) Members of equal rank and/or members who normally serve in acting ranks shall be allowed to exchange portions of their vacations as they so desire provided that the members who desire to make this change shall notify the Chief of the Department at least 30 days prior to the date of exchange. The portion to be exchanged shall not exceed sixteen (16) days.

(d) Employees shall use their annual leave each year in the year earned. However, employees may carry over from one calendar year to the next up to a maximum of five (5) leave days if they so wish.

(e) If a member has a carryover from one to five days annual leave from the preceding calendar year, he may use that leave in units of one or more days at a time, up to a maximum of five days, provided that manpower strength is sufficient during the requested time off and the request is submitted after the monthly work schedule is posted. Sufficiency of manpower shall be defined as a minimum of 16 members actually working the shift, which includes a one man buffer that permits a full complement of 15 members without the use of call-in. If at the end of the current calendar year any annual leave time is unused, the unused leave shall be paid at the current rate of pay of the employee. Such payment shall not exceed five days.

(f) A member of the Fire Department may, at the time he chooses his vacation, set aside five (5) days he may use in units of one or more at a time, provided manpower strength is sufficient during the requested time off and the request is submitted in writing after the monthly work schedule is posted. Sufficiency of manpower

shall be defined as a minimum of 16 members actually working the shift, which includes a one man buffer that permits a full complement of 15 members without the use of call-in. If at the end of the current calendar year any annual leave time is unused, the annual leave shall, as the employee wishes, either be carried over to the next year or paid at the current rate of the employee, such carryover time or pay shall not exceed five (5) days.

(g) In the event a member is required to take his vacation prior to his anniversary date, he shall be granted the balance of his earned leave as soon after reaching his anniversary date as practical.

(h) Members of the Watertown Fire Department shall be allowed to split their vacations and shall be limited to (3) picks. When a member elects to split his vacation, he shall be given his first choice according to his standing on an updated seniority list. He shall not make a second or third selection until all other members of the Fire Department have made their first or if relevant, second selection.

(i) The individual notification and explanation of vacation time options to members shall be in writing to the member upon the request of the member.

(j) Upon retirement, resignation with two weeks written notice to the City, when an employee is separated from City service through no fault of his own, or in case of an employee's death, the employee, or his beneficiary in case of death, shall be paid for unused annual leave. Such cash payment may be made on the next regular City payroll in such manner as not to disrupt administrative pay procedures.

(k) The City Manager is authorized to make adjustments in individual cases within the keeping of the general policies on annual leave stated here. He is authorized to make such adjustments in order to provide equitable treatment for all employees, and to avoid individual hardship.

(l) Vacation shall be governed by seniority. All options available shall be fully explained to the employee at the time he is contacted concerning the vacation schedule.

(m) Vacation schedules shall be posted on the bulletin board at each engine house at least fifteen (15) days prior to the beginning of the first vacation period.

(n) A copy of the completed vacation schedule for the year shall be furnished to the Association at least fifteen (15) days prior to the start of the first vacation period.

(o) The vacation schedule shall include the full twelve months of the year with all months available to members according to seniority.

SECTION 2. HOLIDAYS

(a) Unit employees shall be entitled to observe legal holidays off duty with pay. Holidays covered are:

New Year's Day	Columbus Day
Martin Luther King's Birthday	Veterans Day
President's Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day
Labor Day	

(b) All members of the Watertown Fire Department shall be paid for 11 holidays whether worked or not. The rate for holiday pay shall be the member's regular hourly rate of pay computed on a 40 hour work week multiplied by 8 hours. In no event shall members be paid more than double pay for a holiday. A member may elect equivalent time off for the holiday in lieu of payment in cash upon one week's advance request.

SECTION 3. SICK LEAVE

(a) Employees shall be entitled to earn a credit of one day sick leave each calendar month or fraction thereof worked by the employee.

(b) Sick leave credits shall be considered in full days only and are cumulative to a maximum of 180 work days.

(c) Absence on sick leave shall be charged first against unused sick leave credits in an amount not exceeding five days per week and then against vacation time.

(d) Sick leave herein provided for shall not apply to any disability when covered by the Workers' Compensation Law.

(e) In the case of an illness which may extend beyond the leave time earned by and available to an employee, the City Manager may grant an extension of sick leave at half pay not exceeding 180 days after approval by the City Council.

(f) Accumulated sick leave credits shall not form a basis for granting extra pay or extra vacation because of failure to use accumulated sick leave, but may be consumed only through absence caused by illness.

(g) Sick leave is defined to mean absence from duty of an employee because of illness, injury and/or exposure to contagious disease. Sick leave with pay is not allowed for absence from duty on account of illness or injury purposely inflicted or caused by willful misconduct.

(h) If absence for illness or injury extends beyond a period of one week, the employee's salary is to be paid only after a certificate of disability, signed by a licensed physician or designated health official, has been filed with the department head or the City Manager. Additional certificates may be required in cases of prolonged illness.

(i) The department head or the City Manager may require a certificate of disability for absence of less than a week before salary is paid.

(j) Any employee who fraudulently reports illness in order to secure the benefit of sick leave with pay shall be penalized by losing all rights to sick leave for a period of one year from that date. Employees are entitled to due process.

(k) The City provides that employees who become ill or injured while on vacation, or about to go on vacation, may upon request be placed on sick leave instead of vacation time. Employees who request this action must be under the care of a physician. A physician's statement indicating they are incapacitated for at least three days must be presented for this provision to be effective.

(1) Members who are on sick leave shall be charged with sick leave only for the actual duty days they missed during the actual period of illness. A record of accumulated leave time and accumulated compensatory time shall be made available at least once a year to each member. This record shall include time accumulated and used. A copy of the record shall be given to each employee and to the Association.

SECTION 4. BEREAVEMENT LEAVE

The City agrees to provide three (3) days of bereavement leave per death in the employees immediate family. The immediate family is defined as follows: husband, wife, mother, father, son, daughter, brother, sister, grandfather, grandmother, grandson, granddaughter, son-in-law, daughter-in-law, mother or father-in-law, brother or sister-in-law.

SECTION 5. UNION LEAVE

(a) Members of the Association who are designated by the Association to represent it at conventions of the New York State Fire Fighter's Association, legislative conferences of the New York State Fire Fighters' Association, seminars and regional meetings sponsored by the International Association of Fire Fighters and the New York State Fire Fighters' Association shall be granted the time necessary to attend these functions without charge to leave time at the rate of four (4) members on each occasion. This release time with pay shall not exceed 56 duty days per year. In no case shall a member be absent for union affairs without prior three (3) day written notice to the Fire Chief.

(b) Union representative shall notify the scheduling Officer by the 15th of the preceding month of needed time off, except under extreme emergency situations.

SECTION 6. MATERNITY/ADOPTION LEAVE

(a) The City agrees to provide that employees who become pregnant may continue working as long their physician certifies that they can adequately perform the duties of their position. Maternity leave may be granted for a period not to exceed six months at no pay. Employees who become pregnant shall be allowed to use accrued

vacation during a non-disability period of maternity leave. A pregnancy related disability shall be treated in the same manner as any other non-occupational disability in respect to the use of accrued sick leave. A pregnancy-related disability shall be certified by the attending physician prior to the payment of sick leave benefits. Employees who become pregnant and take maternity leave have the right to be reinstated in the position of equivalent pay within six months of the granting of unpaid maternity leave.

(b) In unusual circumstances and in the best interest of the City and the employee, the initial leave of absence without pay for maternity leave may be extended on a month to month basis for a maximum leave of absence of twelve months. In such cases, the request for extension must be in writing to the department head and/or the City Manager supported by a physician's statement. On the advise of the department head, the City Manager may approve the extension.

(c) The City agrees to provide that an employee who is adopting a child of five years of age or less can be granted a leave of absence for a period not to exceed six months at no pay. In such adoption cases, the employee will be allowed to use accrued vacation before being placed on leave without pay status. The employee shall have the right to be reinstated to a position of equivalent pay within six months of the granting of unpaid adoption leave. Such request for adoption leave must be submitted in writing within thirty business days of when leave is to commence.

SECTION 7. LEAVE OF ABSENCE WITHOUT PAY

In the event a leave of absence for illness is requested, the employee shall make application in writing to the department head and/or City Manager. The application shall be accompanied by a certificate from the employee's attending physician, describing the employee's condition with recommendation regarding the case. On advise of the department head, the City Manager may approve the application.

SECTION 8. FAMILY AND MEDICAL LEAVE ACT

Pursuant to the Family and Medical Leave Act of 1993, eligible employees who request unpaid, job protected family or medical leave must first exhaust all accrued

vacation or sick leave.

SECTION 9. GENERAL

(a) Vacation and sick leave reports must be filed with the City Manager's Office at the beginning of each month by each department head showing the absences from duty during the preceding month of all employees in the department. No correction or revision of the above reports shall be made after thirty days from the date of filing, unless approved by the Office of the City Manager.

(b) A seniority-in-service schedule shall be prepared and posted in a conspicuous place in each department office. The record shall be revised on or about the first day of each month when necessary. The seniority in service schedule shall operate in accordance with the procedure recommended by the State Department of Civil Service and the rules and regulations under which the Watertown Civil Service Commission functions.

(c) An employee who voluntarily vacates his/her position, except on leave of absence or ill health, and subsequently re-enters City service, shall be considered a new employee.

(d) When time off is given to employees of the Watertown Municipal Building and the offices of such building are closed on special occasions, members of the Fire Department shall be given credit of equivalent time. The time is to be compiled at the employees regular rate of pay. Under the provisions of this section, a special occasion shall not include or apply to the closing of offices in the Municipal Building for holidays, the day before a holiday or the day after a holiday or closings due to emergency situations. The closing of the Municipal Building for emergency situations shall be at the sole discretion of the City Manager or his representatives.

SECTION 10. JURY DUTY

(a) Employees shall be granted leave with regular pay and benefits when they are required to report for jury duty during their regularly scheduled duty time.

(b) An employee must notify his immediate supervisor no later than his first scheduled shift

following the receipt of a notice of selection for jury duty or examination and must provide proof of service to his department head.

(c) The City shall have the right to seek a waiver from jury duty on behalf of the employee.

(d) Employees are required to work all available reasonable hours outside those actually required for jury duty or jury duty examination in accordance with the employee's regular work schedule. Employees must request telephone alert to the extent allowed by the Commissioner of Jurors or the court.

(e) If the Fire Chief or his designee determines, in the best interest of the City, that the employee is unable to perform his or her duties as a result of jury duty, he may, in his sole discretion, excuse the employee from their regular scheduled shift without loss of benefits.

ARTICLE 7 - SENIORITY

SECTION 1. The City shall establish a seniority list and it shall be brought up to date on a quarterly basis. A copy of the seniority list will be provided to the Union on a quarterly basis for their review.

SECTION 2. The Fire Department shall establish a list annually of the men available for call-back time, which list shall establish the order of call-back.

ARTICLE 8 - GRIEVANCE PROCEDURES

SECTION 1. The City recognizes the Association as the representative of Firemen to appear on their behalf for any of the purposes outlined in the Public Employees Fair Employment Act.

SECTION 2. The City grants the right to representatives of the Association to visit City facilities and to visit and confer with Firemen and members of the Association for purposes of conferring on conditions, policies, and procedures under the Public Employees Fair Employment Act during regular working hours.

SECTION 3. The City grants the Association the privilege of posting notices and communications on the existing bulletin board, or on an appropriate bulletin board to be provided for that purpose in the engine houses of the Fire Department.

SECTION 4. Members of the Association who have been designated individually or as a committee to represent other members on grievances or adjustments of conditions under the terms of this contract or any conditions or terms under the Public Employees Fair Employment Act shall be permitted a reasonable amount of time free from regular duties to fulfill these obligations.

SECTION 5.a. DEFINITIONS As used herein, the following terms shall have the following meanings:

1. "Government" or "Employer" shall mean the City of Watertown.

2. "Public Employee" or "Employee" shall mean any person directly employed and compensated by the City government, except members of the City Council and City Judges.

3. "Supervisor" shall mean any person, regardless of title, who is assigned to exercise any level of supervisory responsibility over public employees.

4. "Grievance" shall mean a claimed violation, misinterpretation, or inequitable application of the existing rules, procedures, or regulations covering working conditions applicable to the members of the Fire Department and shall be applicable to all provisions of this Agreement, excluding salaries.

b. BASIC STANDARDS AND PRINCIPLES

1. Every public employee shall have the right to present his grievances to his employer in accordance with this Article, free from interference, coercion, restraint, discrimination or reprisal, and the grievance procedure established under this Article shall provide the right to be represented at any or all stages thereof if the employee so chooses.

2. It shall be a fundamental responsibility of

supervisors at all levels, commensurate with the authority delegated to them by their superiors, promptly to consider and take appropriate action upon grievances presented to them by employees under their supervision.

3. It shall be the responsibility of the head of each department or agency of City Government and of the City Manager to take such steps as may be deemed necessary to give effect to the provisions of this Article.

C. GRIEVANCES, PROCEDURAL REQUIREMENTS, APPEALS

1. The first procedural stage shall consist of the employee's presentation of his grievance to his immediate supervisor who shall, to such extent as he may deem appropriate, consult with his department head. The discussion and resolution of grievances at the first stage shall be on an oral and informal basis. If such grievance is not resolved within three (3) work days, at the first stage, such employee may proceed to the second stage.

2. The second procedural stage shall consist of a request by the aggrieved employee, if he wishes, for a review and determination of his grievance by the department or agency head. In such case, the aggrieved employee and his immediate supervisor shall each submit to the head of the department or agency concerned a written statement setting forth the specific nature of the grievance and the facts relating thereto. Thereupon such department or agency head shall, at the request of the employee, hold an informal hearing at which the employee, and in accordance with the provisions of these grievance procedures, his representative, if he elects to have one, may appear and present oral and written statements or arguments. The department or agency head shall discuss the grievance and proceedings with the City Manager. The final determination of the second stage of such grievance proceedings shall be made by the head of the department or agency concerned within five (5) work days of the date the grievance was presented to him by the employee.

3. If the employee so requests, a third procedural step shall be held which shall consist of a request for a review and determination of his grievance by the City Manager. Such review, if made, shall follow the procedures described in Paragraph 2. The final determination of the third stage, if held, shall be made

within five (5) work days of the date the grievance was presented to the City Manager.

4. If the grievance is not resolved through these steps as outlined in Paragraphs 1, 2 and 3 of this section, either party may then request the New York State Public Employees Relation Board to provide arbitration service. The authority of the Arbitrator shall be limited to the interpretation and application of this Agreement. The Arbitrator shall have no right to add or to subtract from the Agreement. The decision of the Arbitrator shall be final and binding on both parties. Any expense incidental to arbitration shall be equally borne by the City and the Union.

SECTION 6. Disagreements, disputes, and grievances which may arise over applicability of provisions of the Public Employees Fair Employment Act may also be resolved through appointment of a Board and through the procedures as provided under the Act.

SECTION 7. At the option of the member, whenever a member is called to the Fire Chief's Office, he may be accompanied by a union representative if the member so wishes.

SECTION 8. Failure of the member to initiate a grievance within thirty (30) days of the event giving rise to the grievance or the Association president's knowledge of the event, whichever is later, precludes the member and the Association from instituting a grievance.

SECTION 9. Any disputes arising from the administration and/or interpretation of this Agreement will be first addressed through the procedures contained within this Article. Both parties agree that this provision shall be binding on their respective members.

ARTICLE 9 - RETIREMENT

SECTION 1. The City agrees to provide the State Non-Contributory Retirement Plan for Firemen generally termed the 1/60th non-contributory plan.

SECTION 2. The City agrees to provide for Firemen a 25-year Retirement Plan at one-half pay.

SECTION 3. The City agrees in addition to the retirement benefits provided under Sections 1 and 2 above to provide for Firemen the benefits provided under the provisions of sub-division f of Section 384 of the Retirement and Social Security Law as added by Chapter 1000 in the Laws of 1966.

SECTION 4. The City agrees in addition to the retirement benefits provided under Sections 1, 2 and 3 above to provide for Firemen the following benefits under the New York State Policemen's and Firemen's Retirement System:

(1) World War 1 veterans' service credit under Section 341, sub-division k.

(2) Allowance for unused sick leave credit under Section 341, sub-division j.

(3) Guaranteed ordinary death benefit under Section 360-b.

(4) The twelve-month final average salary provision for computation of retirement benefits under Section 302, sub-division 9d.

SECTION 5. The City agrees in addition to the retirement benefits provided under Sections 1,2,3 and 4 above to provide for Firemen the benefits under the New York State Policemen's and Firemen's Retirement System:

(1) Twenty-year retirement under Section 384-d.

(2) Non-contributory improved career plan under Section 375-i.

SECTION 6. The City and the Association agree to a reopening of the Agreement for the sole purpose of considering enrollment in the New York State Retirement System's Special Retirement Plan 384-E. Reopening of the Agreement and enrollment in the plan is contingent upon the following three conditions:

a. The Contract may not be reopened until such time as the New York State Retirement System has officially notified the City of how the change in funding method from PUC to Aggregate Method will be funded and specifically what the financial impact on the City will be.

b. At such time as the Association requests a reopening of the Contract, benefits provided under Section 15 of Article 13 of this Agreement shall automatically cease.

c. In order that negotiations may commence on enrollment in the Special Retirement Plan 384-E, the Association must document that the cost to the City for the Special Retirement Plan 384-E, the net impact of PUC to Aggregate Method as defined in Paragraph a. above and what other proposals may be offered by the Association are not greater than the net cost of 384-D.

ARTICLE 10 - GROUP HOSPITALIZATION

SECTION 1. The City agrees to provide group hospitalization, surgical insurance and major medical insurance in accordance with the Amendment to the 1990-93 Employment Contract between the City and the Watertown Professional Fire Fighters Association, Local 191, dated April 21, 1992.

a. Health Insurance Premium Payments shall be ten (10%) percent of the premium costs. The duty to contribute to health insurance premiums, now and in the future, is in accordance with the following schedule:

i. All employees hired on or before June 30, 1983, will not be required to make contributions toward premium costs of their individual or family coverage in their retirement.

ii. Effective on the date of signing, employees hired on or after July 1, 1983 shall be obligated to contribute while an active employee and throughout retirement toward the premium costs of their individual and family coverage, which amount shall be the

same amount that active employees are obligated to pay which has been the City's past practice.

b. Such retired employee, at his or her option, may choose, single or family coverage or whatever other coverage options are then available to City Employees.

SECTION 2.

a. Effective October 9, 1997, changes are made to the City's self-funded insurance plan (Plan) benefits as follows:

Add Usual, Customary and Reasonable (UCR) charge limitations to existing plan; increase prescription drug claim co-payments; add mail order pharmacy coverage to existing prescription drug claim benefits; and third party exclusion and subrogation clause to existing plan. These plan revisions, additions or changes apply to expenses incurred on or after the signing date of this agreement. An amendment to the City's Health Insurance Plan Benefits detailing these changes will be drafted for inclusion in the Health Insurance Benefits Booklet.

b. Effective upon signing of this Agreement, changes are made to the City's self-funded insurance plan (Plan) benefits as follows:

Amendment to prescription drug claim co-payments; add mandatory pre-certification of inpatient admissions language to existing plan. These plan revisions, additions or changes apply to expenses incurred on or after the signing date of this agreement. An amendment to the City's Health Insurance Plan Benefits detailing these changes will be drafted for inclusion in the Health Insurance Benefits Booklet.

SECTION 3. For employees hired after October 9, 1997, the City's obligation to pay the health insurance premium shall cease when the employee becomes eligible for Medicare or dies, whichever comes first.

SECTION 4. For employees hired after October 9, 1997, retirement medical insurance paid by the City from the point in time an employee retires until he/she attains

the age of 65, shall not be available if the retired employee or his/her spouse has equal or better paid medical insurance available from any other source (excepting Medicaid). The retired employee shall have the burden of proof that equal or better coverage is not available (including but not limited to copy of insurance policy, employee benefit plan or other documents as may be pertinent). In the event the insurance is not equal or better, the retired employee may, at his/her option accept a cash payment of \$1,000 annually in lieu of the City providing the retired employee with medical insurance. This section shall not be grievable nor arbitrated by the retired employee.

SECTION 5. A Section 125 Plan shall be offered to employees to provide for employee health care expenses and child care expenses.

SECTION 6. Deferred Compensation. Individuals covered by this contract shall, annually, be entitled to sell up to three (3) vacation days and convert them into the City's 457 Plan.

SECTION 7. Health Insurance Buy-Out. Effective upon signing, there shall be offered an annual buy-out of \$1,250.00 for employees opting out of an individual health plan; and an annual buy-out of \$2,500 for employees completely opting out of family coverage. In order to be eligible for this buyout, the employee must provide proof of having coverage under another plan and may not be covered by another individual on the City's plan. A safe harbor right to re-enter the plan of their choice will be provided if the employee's status changes.

ARTICLE 11 - UNIFORMS

SECTION 1.a. The City shall provide to each full-time employee of the Department a Five Hundred Dollar (\$500.00) clothing allowance for the purchase and maintenance of his or her uniform. This clothing allowance has been incorporated into the salary pay schedule effective 2002.

Such clothing allowance shall be used for the purchase and maintenance of uniforms as specified in Paragraph b of this

section, exclusive of turnout coats, helmets, gloves, bunker pants, bunker boots and turnout boots, which shall be provided by the City as needed. The City shall not be responsible for any additional purchase of uniform items, except for emergency expenditures and travel expenditures.

b. Effective July 1, 1987 the City shall be responsible for purchasing initial uniform acquisitions for any employee employed by the Watertown Fire Department. Such initial uniform acquisition shall be used for the purchase of the following articles and shall not be purchased by the employee from his or her Five Hundred Dollar (\$500.00) clothing allowance allotment:

- 3 work shirts short
- 3 work shirts long
- 3 work pants
- 1 dress uniform
- 1 pair dress gloves
- 1 dress tie
- 1 reefer coat
- 1 pair dress shoes
- 1 pair dress rubbers
- 1 uniform hat
- 1 uniform hat badge
- 1 coat badge
- all turn out gear
- 1 work jacket

c. The City shall designate the vendor and establish the price of each uniform item through competitive bidding in accordance with Section 103 of the General Municipal Law. In the preparation of specifications for the items of uniform the City agrees to seek the advice and suggestions of the Fire Fighters Association.

d. Each employee shall be responsible to maintain his uniform in a suitable and appropriate fashion. Noncompliance with this section shall be the determination of the Fire Chief and shall be subject to appropriate disciplinary action.

e. Uniform articles that are normally purchased through the clothing allowance will be replaced by the City if damaged in any way while in the course of duty. Such uniform articles shall not be replaced by the City for

normal wear and tear.

ARTICLE 12 - DUTIES IN GENERAL

SECTION 1. Members shall perform normal everyday housecleaning duties, including the cleaning and maintenance of fire apparatus.

SECTION 2. Members of the Association shall be required to do interior or exterior routine maintenance to the facilities to which they are assigned. Routine maintenance shall be defined as the daily upkeep necessary to keep the premises in a state of good repair.

SECTION 3. Members assigned to temporary duty at other engine houses shall report as scheduled for duty with their uniform work clothes and personal provisions. It shall be the responsibility of the Fire Department to ensure that members assigned to this temporary duty are provided with their regular fire fighting equipment and bed linen.

SECTION 4. Members assigned to regular inspection duty or other regular duties within the Fire Prevention Bureau shall not be assigned to these duties under intemperate weather conditions such as heavy rain, heavy snow squalls, or outside temperatures below 15 degrees. In the event of emergency requiring inspection, this provision is not applicable for the time of emergency.

ARTICLE 13 - MISCELLANEOUS PROVISIONS

SECTION 1. The officials representing the City and the Association shall acknowledge any correspondence in writing within five (5) days of the date of the receipt of such correspondence.

SECTION 2. All vacancies in the Department shall be filled as promptly as possible from appropriate eligible lists as provided by the Watertown Municipal Civil Service Commission.

SECTION 3. Members of the Association shall be given a copy of any report which is to become a part of the member's permanent personnel record. Such reports shall include, but not be limited to, injury reports, sick reports, and any report which might be used by the City in

any future disciplinary proceedings. A copy of all such reports shall be made available to the Association upon request.

SECTION 4. The City shall furnish all major appliances such as stoves and refrigerators required for the cooking and storing of food in the engine houses.

SECTION 5. When employees of the Fire Department are engaged in any duty other than actual fire fighting, the normal work day shall be from 8:00 a.m. to 11:30 a.m. and from 1:00 p.m. to 4:30 p.m. No duties other than actual firefighting, training or code enforcement shall be performed after 5:00 p.m. Such code enforcement shall not include general company inspections after 4:30 p.m. and will only be authorized if available manpower exceeds fourteen (14) men, excluding the Battalion Chief.

SECTION 6. Employees of the Fire Department shall observe the holiday schedule on Sundays and on all holidays as designated in the Leave Rules. Such schedule shall exclude employees from performing duties other than normal housework and responding to fire alarms and fighting fires.

SECTION 7. The City shall provide a copy of all directives affecting working conditions or terms of employment of the members of the Association to the Association.

SECTION 8. The City shall defend or pay any settlement of claim against an employee of the Department arising from his or her performance as an employee of the Department, as long as an employee is operating within the scope of his or her employment.

SECTION 9. Officials of the Association shall be allowed to leave their respective engine houses while on duty for the purpose of conducting regular monthly and special membership meetings of the Association at No. 1 Engine House. Officials of the Association will remain in an "on duty" status while at these meetings at No. 1 Engine House.

On occasion, when it is deemed necessary, two outside engine companies shall be permitted to proceed to No. 1 Engine House for the purpose of attending special and

regular meetings of the Association. These engine companies will remain in an "on duty" status while at No. 1 Engine House, and will respond to emergency calls as required.

SECTION 10. When a fire company is detailed for duty at a fair, circus, or other similar event, the maximum time that any one company remains on duty at such event shall not exceed four (4) hours.

SECTION 11. The City agrees to repair or replace as the situation may require, eye glasses and dentures of a member if these articles are lost, broken, damaged, or destroyed in the line of duty.

SECTION 12. All general and special orders of the Department shall be in writing and signed by the appropriate officer. All administrative verbal orders shall be reduced to writing within seventy-two hours. Such orders shall be signed and posted on station bulletin boards for a period of not less than thirty (30) days.

SECTION 13. It is agreed by and between the parties hereto that this agreement may be re-opened for the purpose of considering any new matters and issues which may arise during the life of the contract.

SECTION 14. All engine houses shall have telephones available for the purpose of making and receiving outside calls.

SECTION 15. Effective July 1, 1987 the City shall make available a Five Thousand Dollar (\$5,000) bonus retirement plan for employees within the department who have twenty (20) years of time in the New York State Fire Retirement System. Every employee who reaches his or her 20th year in the Retirement System shall also be entitled to take advantage of this Five Thousand Dollar (\$5,000) bonus plan. For the purposes of the 1987-88 Fiscal Year, all employees who have twenty (20) or more years of time in the Fire Retirement System shall be considered to have twenty (20) years of time. The City shall provide a bonus schedule as follows:

1st Year	\$5,000
2nd Year	\$4,000
3rd Year	\$3,000

ARTICLE 14 - SAFETY AND TRAINING PROGRAM

SECTION 1. In addition to the in-service training program presently conducted by the Fire Department, the City agrees to provide tuition payments for fire-related training given at the Jefferson Community College or other established institution of higher learning, beyond high school and vocational school, up to a maximum of fifteen men per fiscal year, with a limit of no more than one training course per man per fiscal year; except if there are openings unfilled in the second half of the year; additional courses per man may be allowed within the maximum number of fifteen per year. The City shall not be required to call in men to substitute or pay acting out of rank pay for members while attending classes. In addition, the training and tuition must be approved in advance by the Fire Chief and the City Manager.

SECTION 2. Effective July 1, 1985, the City shall pay any tuition or related costs to members undergoing training for the purpose of acquiring or renewing Emergency Medical Technician (EMT) certificates. Any employee assigned to the emergency rescue vehicle as part of the hook and ladder company will be EMT certified.

SECTION 3. Effective upon signing, the City will pay a bonus of \$500.00 to those employees who receive their Emergency Medical Technician (EMT) certification. Such bonuses will be a one time payment only and will not apply to renewal of Emergency Medical technician certification. For those employees who are certified EMTs at the time of signing this agreement, the City will provide a one-time stipend of \$150.00.

ARTICLE 15 - STATE LAW REQUIREMENT

SECTION 1. "IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OR LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."

DATE:
WATERTOWN PROFESSIONAL
FIRE FIGHTERS ASSOCIATION,
LOCAL NO. 191

By: _____
David Lachenauer,
President

CITY OF WATERTOWN,
NEW YORK

By: _____
Jeffrey E. Graham
Mayor, City of Watertown

City of Watertown Firefighters' Health Benefits Plan
Plan Amendment

The City of Watertown has adopted and amended the following provisions for the self-funded City of Watertown Firefighters' Health Benefits Plan.

Nature of Amendment:

The 1996-1999 contract provided an amendment which adds (1) usual, customary and reasonable (UCR) charge Limitations to existing Plan; (2) increases current Prescription Drug Claim Co-payments; (3) adds Mail Order Pharmacy coverage to existing Prescription Drug Claim benefits; (4) adds a subrogation clause to existing Plan. These Plan revisions, additions or changes apply to expenses incurred on or after October 9, 1997.

The 1999-2003 contract provides an amendment which (1) increases current Prescription Drug Claim Co-payments; (2) adds a Major Medical 80/20 co-insurance with \$100/\$300 cap; (3) adds doctor visit co-pays, \$2 in-network; \$5 out-of-network; (4) limits in-patient psychiatric benefits to 30 days.

The 2003-2006 contract provides an amendment which (1) increases current Prescription Drug Claim Co-payments; (2) adds a Mandatory Pre-Certification for Inpatient Admissions.

1. Usual, Customary and Reasonable Charges Limitations

Add to Plan, SECTION XVI – GENERAL PROVISIONS

I. Allowable Fees

All Plan benefits will be based on allowable fees for covered services rendered by covered providers.

a. Nonparticipating Providers (Out-of-Network)

If you obtain services from nonparticipating providers, allowable fees mean the usual, customary, and reasonable (UCR) charges, as decided by the Claims Administrator, for covered medical services rendered and billed by a covered provider. The Plan will limit covered expenses to the UCR amount. If you use an out of network provider, you will be responsible for the payment of charges that are more than the UCR amount, plus any applicable deductible and percentage co-payments.

b. Participating Providers (Network)

If you obtain services from participating or network providers, allowable fees mean the network allowance for covered services and supplies. The network provider accepts the network allowance as payment in full, so usually there is no out of pocket costs to you.

Add to Plan, SECTION XII – EXCLUSIONS

- v. Unreasonable Charges. The Plan excludes charges that are more than any fees found usual, customary and reasonable according to Plan provisions.

The City of Watertown agrees to reimburse charges that are balance billed by providers due to denial by the Claims Administrator based on the Unreasonable Charges Exclusion. This reimbursement only applies to charges that are more than any fees found usual, customary and reasonable for covered services. It does not apply to balance billings for deductibles, co-payments, charges more than other Plan benefits limits, or charges for excluded services and supplies. To obtain City reimbursement, the employee must attached a copy of the Plan's explanation of benefits, showing the fee reduction, and a copy of the provider's itemized balance due bill showing payment has been made to the UCR Claim Form. The request should be sent to POMCO.

Reimbursement Limits:

1. For Expenses Incurred During the First 12 Months after Effective Date

Full reimbursement of charges denied by the Claims Administrator and balance billed By the provider, per covered service, due to unreasonable charges exclusion.

2. For Expenses Incurred During the Next 12 Months

Reimbursement will be allowed for charges denied by the Claims Administrator in excess of \$1,500 per year only when balance billed by the provider. The enrollee must provide evidence of balance bill payments for the base \$1,500 and the amount over \$1,500 (which is eligible for reimbursement).

3. For Expenses Incurred after October 9, 1998

Reimbursement will be allowed for charges denied by the Claims Administrator in excess of \$1,500 per year only when balance billed by the provider. The enrollee must provide evidence of balance bill payments for the base \$1,500 and the amount over \$1,500 (which is eligible for reimbursement).

Add to Plan, SECTION XVII – GLOSSARY OF TERMS USED, after definition for “Total Disability”

Usual, Customary and Reasonable Charge – The lowest of:

1. The actual charge for the service or supply;
2. The usual charge by the doctor or other provider for the same or similar service or supply; or
3. The usual charge of other doctors or other providers in the same or similar geographic area for the same or similar service or supply (prevailing fees).

In the determination of benefits for a claim, the usual level or charges may be modified by a relative value study, where appropriate, to model actual claims experience in a given area across a range of percentiles. The term “area” as it would apply to any particular service, medicine, or supply means a zip code, county or such greater area as is necessary to obtain a representative cross section of level charges. The part of the cost that exceeds that of any other services that would have been sufficient to safely and adequately diagnose or treat an individual’s physical or mental condition will not be deemed as usual, customary or reasonable charges. Usual, customary, and reasonable allowances will be set at the 90th percentile of HIAA/PHCS or its equivalent where sufficient data is available. The Claims Administrator makes the determination of the Usual, Customary and Reasonable Charge for a service or supply. In the event that a usual, reasonable, and customary allowance is disputed, an enrollee may appeal following the normal appeals process.

Major Medical Co-Pay means the amount of coinsurance you must pay each calendar year for Major Medical Expenses. Major Medical expenses are any allowable fee for medical services NOT available under or related to hospital benefits.

Preferred Brand Drug is a brand name drug with no generic available.

Non-preferred Brand Drug is a brand name drug that has a generic equivalent.

Amend definition for Participating Provider as follows:

Participating Providers are those eligible providers who have agreed to accept payment directly from POMCO, in accordance with the Schedule of Allowances, for covered medical services under the preferred provider program.

2. Increase Prescription Drug Claim Co-Payment

Provision Affected:

Revise Current Provision, SECTION XIII – PRESCRIPTION DRUG CLAIMS

1. Pharmacy. You can use your prescription drug card at any pharmacy displaying the appropriate logo. The City Comptroller's Office has a complete listing of participating pharmacies. Present your Prescription Drug Card and prescription to the pharmacist. The Plan will fill the written prescription, for which the employee or dependent will sign and pay a \$5.00 co-payment on generic drugs; a \$10.00 co-payment on preferred brand name drugs; and a \$25.00 co-payment on non-preferred brand name drugs.

If you go to a non-participating pharmacy, or do not use the prescription card, you must pay for the prescription. To receive reimbursement, complete a prescription drug claim form and send this form and your original payment receipt to:

ProAct
520 East Main Street
Gouverneur, New York 13642

3. Mail Order Pharmacy Coverage

Provision Affected:

Add to SECTION XIII – PRESCRIPTION DRUG CLAIMS

2. Mail Service Pharmacy

A mail order drug program is also available through this Plan. The Pharmacy is FAMILYMEDS and the drug program is administered by ProAct Pharmacy . You or your dependent may choose to use the mail service pharmacy to obtain maintenance drugs. This option allows you or your dependent to purchase up to a 90-day supply of maintenance drugs at a lower copayment than you would pay for a lesser supply of the same drug purchased at your local pharmacy. As the costs for drugs obtained through the mail service are less than the same drugs purchased through a network or out of network pharmacy, you save costs for yourself and the Plan when you use the mail service pharmacy. Maintenance medications are prescription drugs used on an ongoing basis and are associated with the treatment of such illnesses as anemia, arthritis, diabetes, emphysema, heart disorders, high blood pressure, thyroid or adrenal conditions, ulcers, etc. After the applicable copayment made by you, FAMILYMEDS , will mail the drugs directly to your home, then bill the Plan directly for the remainder of the costs. You or your dependent will be required to pay the following copayments at the time you send your mail service order form:

Copayments:

Brand Name Drugs	\$7.50 per each prescription purchase
Generic Drugs	\$2.50 per each prescription purchase

How to Use the Mail Service Pharmacy Program

- When your doctor writes a prescription for a “maintenance drug” (one taken

regularly or on a long-term basis), it MUST be for a 90 day supply and you should ask him or her to indicate the number of refills allowed.

- For your FIRST mail service order, complete the supplied patient profile/registration form. Forms can be obtained from the City Comptroller's Office.
- For original and refill prescriptions, complete the supplied order form. A new order form and envelope will be included with each delivery.
- * Your check or money order to pay the applicable copayments, should be enclosed with your order form. Mail the completed order form and check to:

FAMILYMEDS.COM

P.O. Box 150404

Hartford, CT 06101-8769

Your medication will be delivered to your home by first-class mail or UPS. You should allow 10-14 days from the time you mail your prescription forms until delivery of your medication. However, to ensure that you do not leave yourself without an adequate supply of medication, you will be best protected if your order when you have a minimum of a three-week supply of your current medication. FAMILYMEDS will bill the Plan for the costs of covered maintenance drugs and receive direct payment from the Plan.

ProAct Pharmacy will answer your questions or concerns. You may call their customer service toll-free number during the business hours shown below:

ProAct Pharmacy
1-800-788-2949 or
1-877-776-2285

4. Subrogation Clause

Add to plan, **SECTION XVI- GENERAL PROVISIONS**

J. Right of Subrogation and Refund

1. Defined Terms.

“Recovery” means monies paid to the covered Person by way of judgment or settlement, for losses caused by the injuries or sickness which losses reflect medical charges covered by the Plan.

“Subrogation” means the Plan’s right to pursue the Covered Person’s claims for medical charges against the other person.

“Refund” means repayment to the Plan for medical benefits that it has paid toward care and treatment of the injury or sickness.

2. This provision applies when: individuals covered by this amendment (hereinafter collectively referred to as "Covered Person") incur medical charges due to injuries which may be caused by the act or omission of a third party. In such circumstances, the Covered Person may have a claim against that third party, or insurer, for payment of the medical charges. Accepting benefits under this Plan for those incurred medical expenses automatically assigns to the Plan any rights the Covered Person may have to recover payments of medical expenses from any third party or insurer. This subrogation right allows the Plan to pursue any claim which the Covered Person has against any third party, or insurer, whether or not the Covered Person chooses to pursue that claim. The Plan may make a claim directly against the third party or insurer, but in any event, the Plan has a lien on any amount recovered by the Covered Person whether or not designated as payment for medical expenses. This lien shall remain in effect until the Plan is repaid in full. The Covered Person automatically assigns to the Plan his or her right to recover medical expenses paid by the Plan against any third party or insurer when this provision applies.
3. Amount subject to subrogation or refund: The Covered Person agrees to recognize the Plan's right to subrogation and reimbursement. The Plan's subrogation and refund rights, as well as the rights assigned to it, are limited to the extent to which the Plan has made, or will make, payments for medical charges. When a right of recovery exists, the Covered Person will execute and deliver all required instruments and papers as well as cooperate to do what is needed to secure the Plan's right of subrogation as a condition to having the Plan make payments. In addition, the Covered Person will not knowingly do anything to prejudice the right of the Plan to subrogate.
4. Recovery from another plan under which the Covered Person is covered. This right of refund also applied when a Covered Person recovers under an uninsured or underinsured motorist plan, homeowners' plan, renter's plan or any liability plan.
5. Assignment of Rights. As a condition to the Plan making payments for any medical charges, the Covered Person must assign to the Plan his or her rights to any recovery arising out of or related to any act or omission that caused or contributed to the injury or sickness for which such benefits are to be paid. The scope of this assignment and the amount subject to subrogation or refund is limited to medical expenses actually paid.
6. Compromise of refund and obligations to continue medical benefits and to contribute attorney's fees, cost and expenses. If the Covered Person pursues a claim for personal injuries against a Third Party, the Covered Person or his

legal representative is not precluded from compromising the amount of the refund, after consultation and approval by the City, and is entitled to a reasonable set off of attorney's fees, court costs and other disbursements. Nothing herein will prejudice the Covered Person's right to payment of covered medical expenses unless it has been finally determined by an independent arbitrator that the Covered Person has materially breached the Third Party Recovery Provision.

5. Psychiatric Services

Amendment to Plan language. Section VI – Hospital Benefits

The Plan will pay up to 365 days of care for each spell of illness. The days of care may be for inpatient hospital care, maternity care in a birthing center, skilled nursing facility care or home health care. There is a limit of 30 benefit days of care for a spell of illness for mental or nervous conditions. Each day of inpatient hospital care counts as one day of care toward the 365 day benefit limit. Each day of care in a Skilled Nursing Facility counts as one half a day toward the 365 benefit day limit. Each home care visit counts as one third a day of care toward the 365 benefit day limit.

3. Length of Stay. Each day of inpatient hospital care or care in a birthing center counts as one day of care toward the 365 benefit day limit. The Plan will only pay for 30 days of care during a spell of illness for care of mental and nervous conditions. The 30 days are not in addition to the 365 benefit days of care for a spell of illness. They are counted toward determining when you have reached the maximum 365 benefit days.

Amendment to Plan language. Section VIII - Psychiatric Services

A. Inpatient Psychiatric Services

2. Number of Days of care for psychiatric conditions.

Each day of inpatient care for psychiatric counts as one day and each day or night treatment counts as one-half day of care towards the 365 limit. However, even if the 365 day limit is not exhausted, the Plan will not pay for more than 30 days of care for psychiatric conditions per person per calendar year.

4. Limitation on Days of professional services for psychiatric conditions.

a. The days you receive professional services described in A. above are counted toward determining when you have reached the 365 day benefit of medical visits in a spell of illness. However, even if the 365 day benefit is not exhausted, the Plan will not pay for more than a total of 30 days per person per calendar year for these professional services.

6. Doctor Visit Co-Pays and Major Medical Language

Addition to Plan language. Section IX – Other Health Care & Professional Services.

The health care and professional services provided in this section are subject to the annual deductible. You and each eligible dependent in your family are responsible for the payment of the annual deductible of \$100.00. However, the maximum number of deductibles per calendar year for members of the same family is limited to three. Any deductible payments you make for services provided to you during the months of October, November and December will be credited toward your deductible for that year and will also be credited toward your deductible the next calendar year.

In addition to the deductibles detailed above, all persons covered under this plan will be subject to a \$2.00 co-pay for in-network doctor visits and a \$5.00 co-pay for out-of-network doctor visits.

All persons covered will also be subject to an out-of-network Major Medical co-pay. Major Medical expenses, after the deductibles listed above, will be reimbursed at 80% of the allowable fees for the first \$500, and thereafter, the plan will pay 100% of all allowable fees. The maximum Major-Medical co-payment amount per calendar year for members of the same family is \$300.

Amendment to Plan language. Section XI – Participating Provider Program

Delete the following sentence from the second paragraph:

The provider has agreed in advance to accept the fee schedule as payment in full, so there is no out of pocket expense to you.

7. Mandatory Pre-Certification.

Additions and Modification to plan language: Section V- Benefits Management Program

Mandatory Pre-Certification of inpatient admissions

Participant Telephone Requirement.

The purpose of the participant telephone call is to initiate the preadmission review and to advise the patient whether coverage is available. If this Plan is primary, you must call POMCO before a scheduled admission to any inpatient facility begins. You must call:

a. At least seven (7) days before an admission or when the physician decides that you or one of your dependents requires admission to a Hospital, Birth Center, Skilled Nursing Facility, psychiatric or substance abuse facility, or any other inpatient facility.

b. Within 48 hours after an emergency or urgent admission.

Non-Compliance Benefit Reduction.

If you do not comply with the requirements of this review and you or your dependents receive the procedure, you will be responsible for the payment of the following: \$200.00 in addition to any percentage co-payment balance